United States of America Embassy in Guatemala

International Narcotics and Law Enforcement Agency (INL)

STATEMENT OF WORK

1. **Project Name:**   Software and Training for National Institute of Forensic Science (INACIF) Laboratory

2. **Project Description:**
   US Embassy Guatemala/INL requires the purchase of Software and training for National Institute of Forensic Science (INACIF) Laboratory

3. **Project Deliverables:** (Please quote in the spaces provided in table below)

Line item #	Quantity	Software Description	Unit Price (Quetzales)	Ext. Price (Quetzales)
1	2	Forensic Recovery of Evidence Device (FRED 1R with Ultra bay 3D)		
2	2	Software for acquisition and handle of digital evidence, full version		
3	2	Ultra-Kit III + Ultra block Fire Wire + Forensic Duplicator 3		
4	2	UPS High performance equipment protection		
5	2	Software antivirus		
TOTAL QUOTED				

 Forensic Recovery of Evidence Device, commonly known as FRED DX-1R with Ultra bay 3D, is a type of equipment/work station to be used by the INACIF forensic technicians to acquire and examine electronic devices such as computer, hard drive and hard disks, USB drives, memory cards (SD), micro SD, CD's, DVD's, password recovery, cryptography e-mail, and any other devices associated to a criminal activities and/or to a crime to be used as evidence in criminal court procedures.

In order to meet the aforementioned requirements and objectives, the prospective vendor shall:

1. Provide a bid proposal for the purchase, transport, and installation of 2 Forensic Recovery of Evidence Devices (FRED) and shall meet the following specifications:

- Connect directly to a network (10/100/1000 Mb ethernet) for use as a standard workstation or file server when not processing or acquiring data
- CPU (Quad Processor 2), 3.7 GHz or more, Dual Intel Xeon E5/2620 v3-Hex 12 Total core, 2.4 Ghz, 15 MB cache 8.0 GT-s Intel QPI
- Memory RAM: 32 GB (4x8GB)PC3-12800 DDR3 1600 MHz Memory
- OS Windows 8.1 Ultimate (64 bit) with XP Mode, compatible with Microsoft Also includes: DOS (Win98 Standalone), SUSE Professional Linux (64 bit)
- OS drive 300 GB 1000rpm or superior, 1 x 512 GB Solid state SATA III drive, OS drive + 1 x 128 GBsolid State SATA III Hard drive Temp/Cache/DB Drive
- Data Drive 2.0 TB 7200 rpm Enterprise Drive
- Hardware Write Blocking: Integrated IDE, SATA, SAS drive write blockers USB 3.0/2.0, fire wire IEEE 1394b write blocker, digital intelligence UltraBay 3D
- Media Card reader –Read Only and Read/write switchable
- #1-Raid Drivers 5 x 2.0 TB 7200rpm Enterprise
- Network Adapters Dual 10/100/1000 Mbs Intel Gb E
- 8-Channel High Definition Audio CODEC
- 2 ports Intel 6.0 Gb/s Serial ATA (SATA) Controller
- 4 ports Intel 3.0 Gb/s Serial ATA (SATA) Controller - 1 Back Mounted
- 2 ports Marvell 6.0 Gb/s Serial ATA (SATA) Controller
- 2 PS/2 Ports
- 6 USB 3.0 ports - 3 Back Mounted, 3 Front Mounted
- 10 USB 2.0 ports - 10 Back Mounted
- 1 Write Blocked USB 3.0/2.0 port - Front Mounted
- 1 FireWire IEEE 1394a (400 MB/s) ports - 1 Back Mounted
- 2 FireWire IEEE 1394b (800 MB/s) ports - 1 Back Mounted, 1 Front Mounted(Write Blocked)
- 2 x Shock Mounted SATA Removable Hard Drive Bays (IDE Capable)
- 3 x Hot Swap Shock Mounted Universal (IDE/SATA compatible)
- Removable Hard Drive Bays
- BD-R/BD-RE/DVD +- RW/CD +- RW Blu-ray Burner Dual-Layer Combo Drive
- Extendable/Retractable Imaging Work shelf with integrated ventilation
- Toolbox containing: Adapters, Cables, Digital Camera, Security Screwdriver Set and OEM Documents
- Adapters and Cables: Cables and adapters to image and process internal/external drives including SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air Blade Type SSDs, mini/micro SSD cards, 1.8 inch IDE (iPod) and 2.5 inch IDE (laptop).
- 1100 watts modular power supply.

- 22" widescreen LCD monitor with Built-in speakers
- Warranty 2 years
- Technical support 24 x 7 by phone , chat or e-mail during the warranty period.

2. In same bid proposal, the prospective vendor shall also provide a bid for the purchase and installation of 2 full version (ENCASEFORENSIC V7) related software for the acquisition and handling of digital evidence. This software shall be able to scan hard drive and any other device for deleted data using a password dictionary to crack encrypted messages, emails, etc. The software shall meet the following specifications:

- Recover password in Windows systems
- Recover data from files and directories protected by encrypted file system
- Crack passwords and recover information from encrypted files
- Access hidden passwords from windows registry and examine registry files from other systems
- Create an image of a suspicious hard drive
- Create a set of indices that could then be used for keyword searches
- General Modules: Acquisition, processing, deep forensic analysis, make reports, wipe. Modules with decryption suite (EDS), Physical Disk Emulator(PDE), Virtual File System (VFS), Fast block SE
- Must acquire bit to bit digital evidence
- Support for smartphones, tablets, Apple's IOs, Google's Android, Rim's Blackberry, HP palm, Nokia Symbian, Microsoft's windows Mobile OS
- Formats: E01, Ex01, L01, Lx01f
- Running with Fat 12/16/32, NTFS, EXT2/3,(Linux), Reiser (Linux), UFS (sun Solaris), AIX journaling file system (JFS and jfs), LVM8, FFS (openBSD, NetBSD, and FreeBSD), Palm, HFS, HFS+ Macintosh, CDFS, ISo 9660 UDF, DVD and Tivo 1 and Tivo 2
- Capable of getting back files, firm analysis on the files, protected and encrypted files analysis, Hash analysis(MD5 and SHA-1), Complex file analysis, e-mail searching, Internet searching, words searching, log event Windows analysis, log event Linux analysis, hardware analysis, active directory extraction of information,
- Acquisition of data from MAC, Linux, Windows, e-mails, encrypted files, virtual technology,
- Generation of reports from: all files and carpets, URL's and visit time, Detailed information of specific files or specific formats, bookmarks, instantaneously de-codification, viewer with images, show legible information to identify creation date, modification date, format, hash key.
- Upgrade each year

- Technical support for two years by e-mail, chat, internet
- Training designed for personnel of Informatics Forensic Lab. Focused on use of software.
- Warranty 2 years + 3 years maintenance

3. The vendor shall also provide, within the same bid, a quotation for the purchase and installation of 2 Ultra Kit III + Ultra block Fire Wire + Forensic Duplicator TD3 touchscreen, a FRED related accessories to be used for secondary storage device and to get images from hard disk to another hard disk. The Ultra Kit III shall meet the following specifications:

- Create forensic images of suspect media
- Acquire and examine data from array of computers, smartphones and tablets of any digital forensics software
- Build an exact duplicate of the data as it existed during the time of acquisition
- Uncover potential evidence fast
- Search or analyze multiple drives or media simultaneously
- Interpret all of the file systems over network
- Preserve evidence integrity
- Rapidly acquire data from variety of devices.
- Analyze and acquire mounted encrypted volumes su7ch as PGP and five full access to data on hard drives that are wrapped with encryption technology
- Identify the types of hardware installed on a target machine
- Rebuild structure of formatted NFTS and FAT volumes
- Read all forms of link files allocated and unallocated, and decode the results for quick and easy analysis
- Verify the signature of every file
- Produce reports
- Duplication from disk to dual disk
- Duplication from disk to images
- Source Hashing (without duplication)
- Drive speed/real time MD-5 and SHA-1 hashing
- Destination disk formatting
- 2 USB ports for printing and saving reports

Additional specifications shall consist of the following:

- Ultra block e SATA IDE SATA write blocker:
  - eSATA, fire wire-A fire Wire-B USB (1.X/2.0) interphases of PC
  - Parallel IDE (48 bit ATA-6 Compatible), Serial ATA Interphases to devices.
  - Accessories of connectivity and power source

- Ultra-Block SAS write blocker:
  - eSATA, fire wire-A fire Wire-B USB(1.X/2.0) interphases of PC
  - SCSI (SAS) Interphases to devices

- o   Accessories of connectivity

- Ultra-Block USB Write Blocker:
  - o   eSATA, fire wire-A USB Mini-B (1.X/2.0) interphases of PC
  - o   USB A (1.X/2.0) interphases to devices.
  - o   Read only operation
  - o   Accessories of connectivity

- Ultra-Block Fire wire:
  - o   Fire wire 800/400 USB (1.X/2.0) interphases of PC
  - o   Fire wire 800/400 Interphases to devices.
  - o   Accessories of connectivity and power cable.

- Ultra-Block USB 3.0 Forensic card Reader and Writer:
  - o   USB type A (1.X/2.0) interphases of PC
  - o   Interphases to devices: Compact flash card, micro Drive, Memory Stick Card, Memory Stick Pro, Memory Stick Pro Duo, Smart Media Card, xD Card. Secure Digital Card, Micro SD, Multimedia Card, HPA/DCO support (ability to defeat, remove HPA and or DCO), Native SATA or IDE on the source and destination, 80 character user Interface,
  - o   2 USB ports for printing and/or Saving reports to Thumb Drives
  - o   1 firewire Port to fast firmware updates
  - o   Transference range 150 MB/s (9GB/m)
  - o   Accessories of connectivity

- Forensic Duplicator:
  - o   Touch Screen technology
  - o   Should resist forensic images SATA, IDE, USB 3.03, SAS, FireWire (1394 A/B), storage devices and iScsi net sharing
  - o   Duplication from Disk to Dual Disk
  - o   Duplication from Disk to Image
  - o   Source hashing without duplication
  - o   Drive speed/real time MD-5 and SHA-1 hashing simultaneous for duplication and hashing
  - o   Destination wiping (ATA security erase, 1 pass wipe and 3 pass wipe)
  - o   Destination disk formatting
  - o   Source and Destination Blank Check (both automatic and menu-driven)
  - o   HPA/DCO Support
  - o   Native SATA or IDE on the source and destination
  - o   80 Character user Interface
  - o   2 USB ports for Printing and/or Saving Reports to thumb Drives
  - o   1 firewire port for fast Firmware Updates
  - o   Transference Range 150 MB/s (9GB/m)
  - o   Accessories of connectivity and power cables.

4. Provide within the same bid proposal, a quotation for the purchase and installation of 2 anti-virus software, preferably Kaspersky internet security 2016 to protect FRED and

accessories from anti-phishing, for transactions in web, automatic anti-exploits, detection of bad software, fast reaction against threats, bidirectional firewall, anti-spam module, and Periodical updates.

5. Provide, within the same bid proposal, a quotation for the purchase of 2 UPS High performance equipment protection and with the following specifications:

- UPS with voltage regulator and electric shock suppressor for protect equipment
- Power 1400 watts/2000 VA or more
- Output distortion less than 5% with total charge
- Output frequency 50/60 Hz +/-3Hz user adjustable +/-0.1
- Input voltage 120V
- Input plug 5-15P
- Cable length 1.83 mts or more
- Sealed lead battery without electrolyte
- Charge time 4 hours
- Warranty 1 year

TRAINING REQUIREMENTS

1. The selected vendor shall provide training and instructional guidance to the INACIF personnel on the operational use, care, maintenance, acquisition and examination of computer devices, collecting evidence and analyzing data from the Forensic Recovery Evidence (FRED 1R Ultra Bay 3D) as well as how to use the related software and accessories procured;

2. The selector vendor, with his bid proposal, shall provide INL-Guatemala with the number of training hours necessary for the INACIF personnel to fully understand the nomenclature and the functionality of the devices and related accessories;

3. The training shall be conducted in Spanish;

4. The selected vendor shall provide INACIF technicians with the lesson plan;

5. The selected vendor shall provide the User's Guide and training manual for all components of the equipment and related accessories delivered with this solicitation.

ADDITIONAL REQUIREMENTS

The contractor shall develop a Quality Control plan and submit the QC plan to INL for review and comment. The QC plan shall contain the following requirements:

1. Specify the minimum requirements for the successful operation of the software as it pertains to physical conditions, network and communication capabilities.

2. The Quality Control Plan will also include a written formal testing plan for designated Project Managers of the INL-Guatemala and INACIF to verify the functionality of all equipment under this contract before final acceptance of project.

3. The contractor shall implement the testing phase to assure component functionality prior to the beginning of system operations training.
    a. The contractor shall coordinate with the Contracting Officer Representative so that s/he may notify the designated personnel from INACIF at least 7 days prior to the starting date of the testing phase.
4. The contractor shall provide written documentation for operation, administration, and licenses of the software.

    The following items shall be provided as deliverables under this Request for Proposal (RFP):

Item Description	Delivery Time	Deliver to
Procurement, shipping and installation of FRED and all related software and accessories	No later than 60 calendar days after the order has been awarded	INACIF in Guatemala City, Guatemala.
Training for INACIF Personnel	Following installation	INACIF Personnel in Guatemala City, Guatemala.
Delivery of User's Manuals and guides	Following installation	CO/COR
Support, maintenance & Warranty	Following installation for a period of 2 Years after installation	CO/COR

4. **Place of Delivery:**
    INACIF Laboratory located at 14 calle 5-49 zona 1, Edificio NAS, Guatemala City

5. **Period of Performance:**
    The selected contractor shall deliver and be ready to install FRED and all related software and accessories procured with this requisition no later than 60 calendar days after receipt of a Purchase Order (PO).

    The period of performance for this order will be for two years and will include support and service by the manufacturer of the equipment.

6. **Quality Control, Test Plan, Acceptance and Payment Terms:**
    Quality control acceptance of completed services and Invoice under this contract shall be based on:

The successful delivery of all items and services as described in this document

Vendor bills for items and services rendered upon delivery.

Inspection and Acceptance Criteria: The vendor is required to replace any defective items at no additional cost to the Government during the warranty period.

Standard Payment Terms for US Embassy Guatemala are: 30 days from receipt of correct invoice.

7. **Warranty:**

The contractor shall provide technical and operational support to the software regarding the use and operation of the software for a period of two (2) years after the successful delivery of all contract deliverables.

Technical and operational support shall be augmented by any manufacturer warranty that applies to the software used in this project.

The support program shall include all updates to the remote data terminals operating system, proprietary source code, and all applicable software service patches.

8. **Point of Contact for this procurement:**
   Ricardo Torres – Purchasing Agent US Embassy Guatemala.
   Phone (502) 2326 4593
   Email: TorresR@state.gov

CLAUSES APPLICABLE TO THIS PURCHASE
(Current thru FAC 2005-75-83)
COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far

DOSAR clauses may be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5   CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

   (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
      (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
      (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
      (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

＿ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

＿ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

＿ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

＿ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

＿ (5) [Reserved].

＿ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

＿ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

＿ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

＿ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

＿ (10) [Reserved].

＿ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

＿ (ii) Alternate I (Nov 2011) of 52.219-3.

＿ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

＿ (ii) Alternate I (Jan 2011) of 52.219-4.

＿ (13) [Reserved]

＿ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

＿ (ii) Alternate I (Nov 2011).

＿ (iii) Alternate II (Nov 2011).

＿ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

＿ (ii) Alternate I (Oct 1995) of 52.219-7.

＿ (iii) Alternate II (Mar 2004) of 52.219-7.

＿ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

＿ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

＿ (ii) Alternate I (Oct 2001) of 52.219-9.

＿ (iii) Alternate II (Oct 2001) of 52.219-9.

＿ (iv) Alternate III (Oct 2014) of 52.219-9.

＿ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

＿ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

＿ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

__ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001

note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

    __ (ii) Alternate I (May 2014) of 52.225-3.

    __ (iii) Alternate II (May 2014) of 52.225-3.

    __ (iv) Alternate III (May 2014) of 52.225-3.

   __ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

   __ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

   __ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

   __ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

   __ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

   __ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

   __ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

   __ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

   __ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

   __ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

   __ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

   __ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

   __ (ii) Alternate I (Apr 2003) of 52.247-64.

  (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   __ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

   __ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

   __ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

   __ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

   __ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

   __ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, CaPoundtion, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

   __ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

_X_(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, CaPoundtion, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order)	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999

| 652.243-70 | Notices | AUG 1999 |

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70   Department of State Personal Identification Card Issuance Procedures (MAY 2011)

  (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

  (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)